

EXHIBIT 1

Case Information

Brandon Walker vs. Brad Milkwick, Morgan & Morgan Jacksonville, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC

CE24-00694

Location
Glynn - Superior Court

Case Category
Civil

Case Type
Legal Malpractice

Case Filed Date
6/20/2024

Judge
Kelley, Stephen D.

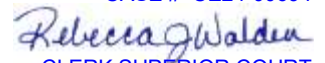
Case Status
Open (Active)

Parties3

Type	Name	Nickname/Alias	Attorneys
Plaintiff	Brandon Walker		Brent J Savage
Defendant	Morgan & Morgan Jacksonville, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC		Justin P Gunter, William J Holley, II
Defendant	Brad Milkwick		Justin P Gunter, William J Holley, II

Events9

Date	Event	Type	Comments	Documents
6/20/2024	Filing	Summons	Summons - Brad Milkwick	Summons-Brad Milkwick.pdf
6/20/2024	Filing	Complaint	Complaint	Complaint (final) - FOR FILING.pdf
6/20/2024	Filing	Summons	Summons - Morgan & Morgan Jacksonville PLLC aka Morgan & Morgan Jacksonville, LLC	Summons-M&M Jax.pdf
6/20/2024	Filing	Notice	3.2 Certification	3.2 Certification-FOR FILING.pdf
6/20/2024	Filing	Notice	Civil Cover Sheet	Civil Action Cover Sheet.pdf
6/24/2024	Filing	Motion	Motion to Appoint Process Server	motion - appoint process server (poncinie) FOR FILING.pdf, proposed order - appoint process server (poncinie) FOR FILING.pdf
6/24/2024	Filing	Motion	Amended Motion to Appoint Process Server	motion - appoint process server (poncinie) - AMENDED - FOR FILING.pdf, proposed order - appoint process server (poncinie) AMENDED - FOR FILING.pdf
6/25/2024	Filing	Order	Order Appointing Special Process Server	Order.pdf, svc confirmation.pdf
6/27/2024	Filing	Other	Acknowledgment of Service	Acknowledgment of Service - Signed 6-26-24.pdf


CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JUDGE KELLEY

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, Plaintiff Brandon Walker, Individually and on Behalf of Other Plaintiffs Similarly Situated, by and through their counsel Savage & Turner, P.C., Williams Litigation Group and Tate Law Group, LLC, and files this Complaint against Defendants Morgan & Morgan, Jacksonville, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC, and Brad Milkwick, showing this honorable Court as follows:

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff **Brandon Walker** (hereinafter "Walker") is citizen of Glynn County, Georgia.

Walker brings this case individually and seeks to represent the former clients of Defendant Morgan & Morgan, Jacksonville, PLLC a/k/a Morgan & Morgan Jacksonville, LLC, who signed representation agreements with the entity, pursued legal actions with

Defendant Morgan & Morgan Jacksonville, PLLC a/k/a Morgan & Morgan Jacksonville, LLC as counsel, and Morgan & Morgan, Jacksonville, PLLC a/k/a Morgan & Morgan Jacksonville, LLC were paid fees and expenses for legal services under their fee contracts.

2. Defendant **Morgan & Morgan, Jacksonville PLLC a/k/a Morgan & Morgan Jacksonville, LLC** (hereinafter “Morgan & Morgan Jax”) is a foreign limited liability company currently registered to do business in Georgia with an office at 777 Gloucester Street, Suite 400, Brunswick, Georgia. Defendant is subject to the jurisdiction of this court. Defendant Morgan & Morgan Jax may be served through its registered agent, Registered Agent Solutions Inc., at 900 Old Roswell Lakes Parkway, Suite 310, Roswell, Georgia 30076. At the times the fee contract at issue were entered into by the putative class, Morgan & Morgan Jax had not registered to do business in Georgia.
3. Defendant **Brad Milkwick** is an adult citizen and resident of Glynn County, Georgia. Upon information and belief, he may be served with process at 106 Pintail Ct., Brunswick, GA 31523.
4. Venue is proper in this Court pursuant to the 1983 Constitution of Georgia, Art. VI, §§ 2, Para. IV and VI and O.C.G.A. §§ 9-10-31 in that it is alleged the at least one of the defendants is a resident of Glynn County and Morgan & Morgan Jax has an office located in Glynn County, transacts business in Glynn County, and tortious acts and/or omissions occurred within the confines of Glynn County.
5. Jurisdiction is proper in this Court.

II. FACTUAL ALLEGATIONS

6. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated herein.
7. On June 21, 2022 Plaintiff was seriously injured when his sheriff's deputy cruiser was rear-ended by a vehicle traveling at 114 mph on I-95 as Plaintiff was performing his normal duties (See Police Report attached as Exhibit "A").
8. The driver of the car traveling 114 mph, Melvin Lewis, was injured in the rear-end wreck. Plaintiff was airlifted for emergency treatment of his severe injuries (The 114 mph speed of Mr. Lewis was estimated by the Georgia State Patrol).
9. Melvin Lewis was insured by State Farm Insurance Company. As a result of Mr. Lewis' reckless and negligent behavior, Plaintiff sustained severe physical, mental and emotional injuries, with medical expense totaling no less than \$50,000.00. He was hospitalized and had to miss numerous days of work. His physical injury to his back is permanent.
10. State Farm's insurance adjuster handling the claim contacted Plaintiff and stated they wanted to pay him the limits of the Melvin Lewis' insurance coverage of \$25,000 but needed the name of a lawyer representing Walker's interests,
11. Plaintiff hired Morgan & Morgan Jax, as a result of that call, to represent his interests as they related to this wreck.
12. When Plaintiff called Defendant Morgan & Morgan Jax's 800 number (as seen on billboards all across southern Georgia), he was told his case would be handled out of their Brunswick office located at 777 Gloucester Street.

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13. Patrick Powell was the attorney in Defendant Morgan & Morgan Jax's Brunswick office assigned to Plaintiff's case. Throughout his case, Plaintiff had very little contact with him. Plaintiff actually had very little contact with any lawyer from Defendant Morgan & Morgan Jax.
14. Plaintiff was told Defendant Milkwick in the Savannah office would handle his workman's compensation claim.
15. In a less than five minute phone conversation Plaintiff was told by Defendant Milkwick that he would have to quit his job with the McIntosh Sheriff's Department to be entitled to workman's compensation. Under those false premises given to Plaintiff Walker for making a workers compensation claim, he said he would never do that. No other effort was made by Defendant Milkwick to understand Plaintiff's situation or help in regard to a workman's compensation claim – it was literally one extremely short phone call.
16. In fact, this advice breached the standard of care. By not filing a worker's compensation notice, Morgan & Morgan Jax relied upon Brandon Walker's group health insurance coverage to pay his medical bills from the wreck. Unlike a worker's compensation insurance carrier who had a right of reimbursement, if and only if Brandon Walker was fully compensated for his injuries, the group health insurance carrier for McIntosh County asserted a "right" for total reimbursement of the claims paid. Morgan & Morgan Jax paid this reimbursement of \$17,318.78. Had they properly advised Mr. Walker these funds would not be due and the comp carrier would have paid them, no reimbursements would have been required under the full compensated pre-requisite for repayment of the comp lien. (See Affidavits of Bruce Edwards and Brandon Walker, attached respectively as

Exhibits “B” and “C”)

17. Additionally, by giving improper advice counseling not to file a worker’s compensation claim for Brandon Walker’s on the job injury, Morgan & Morgan Jax has exposed Brandon Walker to hundreds of thousands of dollars in future medical bills. Brandon Walker has permanent back problems. He will need back surgery in the future. This surgery will not be covered under his worker’s compensation insurance. (There is a very real possibility Brandon Walker will need to retire from police work and will have no insurance to pay for these extensive medical bills.
18. Defendant Morgan & Morgan Jax’s staff was given a copy of Plaintiff’s personal policy with State Farm and found there was \$100,000 in uninsured motorist coverage and therefore made a claim thereunder.
19. Upon information and belief, the officer investigating the wreck commented that the at-fault driver “had to be intoxicated,” no reasonable effort was made by Defendant Morgan & Morgan Jax to explore other possible sources of compensation for Plaintiff’s injuries. In fact, any proper investigation would have shown Lewis was a severe diabetic and had, in fact, had a one-car incident in McIntosh County several weeks earlier as a result of diabetic medication complications. Despite this, upon information and belief, his medical providers never advised him against driving.
20. Additionally, Morgan & Morgan Jax did not properly explore whether there were any assets in Mr. Lewis’ estate to pay above insurance limits, which were only \$25,000.00.
21. At the time of their signing a contract of representation of Plaintiff, Brandon Walker Defendant Morgan & Morgan Jax was not qualified or registered to do business in

Georgia in violation of O.C.G.A. § 14-11-711. Defendant Morgan & Morgan Jax could not carry out its contractual obligations to Plaintiff as it was not qualified or registered with this State. Therefore, the collection of any fees and expenses contemplated in the unenforceable fee contract was wrongful, and Plaintiff is entitled to the return of such money taken by Defendant Morgan & Morgan Jax.

22. As a result of Defendants' mishandling of Plaintiff's case, Plaintiff has been injured and has suffered damage for which he is entitled to recover.

III. CLASS ACTION ALLEGATIONS

23. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated herein.
24. Plaintiff seeks to bring this case as a class action under O.C.G.A. § 9-11-23 on behalf of himself and the following class.
25. All individuals who:
- (a) entered into a contract of representation in Georgia with Defendant Morgan & Morgan Jax prior to Defendant registering with the Georgia Secretary of State on April 27, 2023;
 - (b) were represented by Defendant Morgan & Morgan Jax in litigation and/or pre-litigation processes, including but not limited to settlement discussions;
 - (c) had their case(s) resolved prior to or on the date of the class certification; and
 - (d) paid Defendant Morgan & Morgan Jax's legal expenses and fees in relation to their case(s).
26. Defendant Morgan & Morgan Jax was not registered to do business in the State of

Georgia until April 27, 2023. (See Georgia Secretary of State Registration, attached hereto as Exhibit “D”). Prior to that date, Defendant transacted business and practiced law in this state in several offices, including the office located at 777 Gloucester Street, Suite 400, Brunswick, Georgia.

27. Pursuant to Georgia law, “[a] foreign limited liability company transacting business in this state may not maintain an action, suit, or proceeding in a court of this state until it is authorized to transact business in this state.” O.C.G.A. § 14-11-711(a). Therefore, Defendant could not legally carry out its obligations and duties under the subject fee contracts with the class members, and thus had no right to collect fees and expenses. This inability to carry out its obligations and duties under these fee contracts is based on Morgan & Morgan Jax’s status as counsel to the putative class members and Mr. Walker, who were maintaining their actions, suits, and/or proceedings through Morgan & Morgan Jax.
28. The members of the Class are so numerous that joinder of all of them is impracticable. Members are widely dispersed throughout Georgia. Plaintiff, on information and belief, understands that there are hundreds, if not thousands, of members of the proposed Class. While the exact size of the proposed class is not fully known to Plaintiff at this time, it can be obtained from Defendant Morgan & Morgan Jax’s records. O.C.G.A. § 9-11-23(a)(1).
29. Defendant Morgan & Morgan Jax treated all similarly situated clients the same way it treated Plaintiff. Morgan & Morgan Jax was not authorized to bring or maintain any legal actions in Georgia. As it possessed a contingent and direct financial interest in the

outcomes of the cases brought by Class Members, its actions in representing Class Members was prohibited and illegal. As a result, all Class Members suffered the same harm.

30. Class claims arise from the same practices, procedures, and actions, and are based on the same legal theories as those of Plaintiff. As a result, Plaintiff's contentions are common to those of the Class, and capable of class-wide resolution.
31. Questions of law and/or fact common to all members of the Class, include, *inter alia*:
 - (a) whether Morgan & Morgan Jax could bring claims (actions) or lawsuits on a contingent basis where it was prohibited from doing so by way of failing register with the Georgia Secretary of State;
 - (b) Whether Morgan & Morgan Jax, with it bringing claims, actions and/or lawsuits on behalf of Walker and the putative class, is doing so improperly, since it has a contingent interest in the claim and, therefore, is bringing the claims on behalf of itself, in part;
 - (c) whether, as a result, Plaintiff and the Class are entitled to an award of compensatory damages;
 - (d) whether, as a result, Plaintiff and the Class are entitled to an award of punitive damages;
 - (e) whether Plaintiff and the Class are entitled to declaratory, injunctive, or other equitable relief compelling Morgan & Morgan Jax to disgorge the improperly collected fees and any improperly collected expenses.
32. These common questions will generate common answers apt to drive the resolution of

litigation. In fact, when these common questions are resolved as to Plaintiff, they will be resolved as to all Class members. O.C.G.A. § 9-11-23(a)(2).

33. The claim of the Plaintiff is typical to the claims of the class. Plaintiff has a claim against Defendant Morgan & Morgan Jax for the unlawful conduct and practices described herein. His claim has the same essential characteristics as the claims of the Class as a whole, arise from the same course of conduct, and are based on identical legal and remedial theories. O.C.G.A. § 9-11-23(a)(3).
34. Plaintiff will fairly and adequately assert and protect the interest of the Class. He has no conflict with Class Members and seeks the same relief. Plaintiff has retained competent counsel, experienced in the prosecution and successful resolution of class actions. O.C.G.A. § 9-11-23(a)(4). (Savage & Turner, P.C.; Williams Litigation Group; Tate Law Group, LLC)
35. Furthermore, this suit is maintainable as a class action pursuant to O.C.G.A. § 9-11-23(b)(3). The common questions of law and fact herein predominate over any questions affecting only individual members. Additionally, a class action is superior to all other methods available for the fair and efficient adjudication of this controversy.
36. By prevailing on his own claims, Plaintiff will necessarily establish Defendant Morgan & Morgan Jax's liability on the claims of all members of the Class. Furthermore, damages will be determined by using common methodology for determining damages and disgorgement of fees.
37. While aggregate damages sustained by the Class are well in excess of five-million dollars (\$5,000,000.00), the damages suffered by specific individual Class members may be

small relative to the complexity of litigation. As a result, the expense and burden of individual litigation make it economically infeasible and procedurally impracticable for every Class Member to separately seek redress.

38. Even if Class Members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. By contrast, a class action presents few if any management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court. Existing issues can be resolved by a single jury in a fair and efficient manner. O.C.G.A. § 9-11-23(b)(3).
39. Class certification, therefore, is also warranted under O.C.G.A. § 9-11-23(b)(2). Because Morgan & Morgan Jax has acted, or refused to act, on grounds generally applicable to the Class, it is appropriate to grant final injunctive relief and corresponding declaratory relief to the Class as a whole.
40. Lastly, the prosecution of separate actions by the individual Class Members would create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendant Morgan & Morgan Jax. Adjudications with respect to individual Class Members would be, as a practical matter, dispositive of the interests of other Class Members who are not parties to the adjudication and may impair and impede their ability to protect their interests. O.C.G.A. § 9-11-23(b)(1).

IV. CAUSES OF ACTION

Count I: Professional Negligence

41. Plaintiff re-alleges and incorporates herein each and every allegation of all proceeding paragraphs as if fully restated herein.
42. At all times relevant herein, Defendant Morgan & Morgan Jax was a law firm practicing in Georgia. However it was not registered to transact business in the State of Georgia at all times material hereto.
43. At all relevant times, Defendant Milkwick was a licensed attorney practicing in the State of Georgia.
44. Defendants held themselves out to the public generally, and to the Plaintiff specifically, as being competent to provide legal advice and representation to Plaintiff in regard to his wreck with Melvin Lewis. Some examples of their advertisements are attached hereto as Exhibit "E".
45. Defendants are charged with having a duty to exercise a reasonable degree of care and skill.
46. Defendants breached their duty to exercise a reasonable degree of skill by informing the Plaintiff if he filed a worker's compensation claim he would lose his job. They further breached this duty by failing to advise Mr. Walker he had a one year statute of limitations within which to file his workers comp claim.
47. Defendants breached this duty and failed to adhere to the standard of care generally employed in the legal profession under similar conditions and like circumstances by failing to legally represent Plaintiff's and Class Members' interest and acquire

reasonable/adequate compensation.

48. Defendant Morgan & Morgan Jax also breached this duty by entering into a contract with Plaintiff and the putative class and claiming 40% ownership of all recoveries. Despite being prohibited from bringing and maintaining legal actions in Georgia, Defendant Morgan & Morgan Jax was in fact initiating and maintaining actions, suits, and/or proceedings in furtherance of its *de facto* joint-venture with Plaintiff and Class Members and wrongfully collecting fees and expenses, diminishing the recovery received by Plaintiff and the putative class.
49. These failures constitute professional negligence and have caused harm to Plaintiff (See affidavit of Bruce Edwards, Esq. attached hereto as Exhibit “B”, which sets forth at least one negligent act/omission of the Defendants as required by O.C.G.A. §9-11-9.1).
50. As a result of Defendants’ breach of the standard of care, Plaintiff and the putative Class has suffered substantial damages and harm.

Count II: Breach of Fiduciary Duty

51. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated.
52. Defendants owed their client a fiduciary duty at all times material hereto.
53. Defendants breached their fiduciary duty owed to Plaintiff and the members of the putative class, by not informing their clients of the following:
- a. Morgan & Morgan Jax was not registered to do business in Georgia at the relevant times;
 - b. Morgan & Morgan Jax was a Florida PLLC and, as a law firm, it was required

Morgan & Morgan Jax have Florida barred managing partner(s), which it did not in its Brunswick and Savannah offices.

54. Plaintiff was damaged and suffered injuries as a result of Defendants' unauthorized practice of law, as shown above.
55. As a result of various breaches of fiduciary duties owed to him, Plaintiff suffered injuries and damages for which he is entitled to recover.

Count III: Disgorgement of Fees

56. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated.
57. Plaintiff and Class Members each filed a lawsuit for damages or brought claims through Defendant Morgan & Morgan Jax. At the time Plaintiff and Class Members entered into a representation/fee agreement, Morgan & Morgan Jax was not qualified to transact business in Georgia, which includes bringing such claims and lawsuits. (See O.C.G.A. § 14-11-711) (supra).
58. Furthermore, Defendant Morgan & Morgan Jax, at the times of bringing Plaintiff's and Class Member's claims, it also had partners, managers, etc. that were not licensed to practice in Florida, which meant they were also in violation of Florida Bar Rules, its state of incorporation. (See Fla. Bar Rule 4-8.6 - Authorized Business Entities).
59. Plaintiff and Class Members, as defined herein, are entitled to the disgorgement of fees and certain expenses paid to Defendant Morgan & Morgan Jax. Defendant had no right to collect such fees or expenses, and it should therefore be required to relinquish the ill-gotten gains.

Count III: Final and Declaratory/Injunctive Relief

- 60 Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated.
61. Defendants are charged with knowing the law of Georgia. The law in this State prohibits entities from bringing and maintaining civil suits if they are not registered to transact business in this State with the Georgia Secretary of State. The law firm of Morgan & Morgan Jax had no legal ability to bring or maintain either Walker's third party tort action or workers comp case, prior to registering to do business in Georgia.
62. Defendant Morgan & Morgan Jax did not register to do business in this Georgia until after it was mentioned in the lawsuit Brown v. Morgan & Morgan Atlanta, PLLC, et al., Civil Action No. STCV23-00433, State Court of Chatham County.
63. Morgan & Morgan Jax, as to Plaintiff and the Class, uniformly brought claims and/or lawsuits in which it had a 40% interest and ownership by way of the contracts formed with Plaintiff and Class Members. From the inception of these representations, Defendant Morgan & Morgan Jax brought/maintained claims and lawsuits in violation of Georgia law and impermissibly collected fees and expenses pursuant to illegal contracts.
64. As a result, Defendants should be estopped from maintaining pending lawsuits, advising clients against bringing lawful worker's compensation claims, and should disgorge all fees and certain expenses collected pursuant to the aforementioned illegal representation agreements. Plaintiffs seek declaratory relief finding:
- a. these were employment contracts (see Exhibit "F" for Morgan & Morgan Jax form contracts);

- b. these contracts are unenforceable under Georgia law; and
- b. these contracts are void.

Count IV: Punitive Damages

- 65. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated.
- 66. Defendants' actions, as alleged in this Complaint, show such willful misconduct, malice, fraud, wantonness, and oppression, and entire want of care as to entitle Plaintiff to an award of punitive damages in an amount to be determined by the enlightened conscience of a jury, pursuant to O.C.G.A. § 51-12-5.1.

Count V: Attorney's Fees and Costs of Litigation

- 67. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated.
- 68. The Defendants have been stubbornly litigious, acted in bad faith, and caused Plaintiff unnecessary trouble and expense, entitling Plaintiff to recover for litigation costs and attorney's fees pursuant to O.C.G.A. §13-6-11.

V. ESTOPPEL AND TOLLING OF STATUTE OF LIMITATIONS

- 69. Plaintiff re-alleges and incorporates herein each and every allegation of all preceding paragraphs as if fully restated.
- 70. Defendants are estopped from asserting any statute of limitations defense to the claims alleged herein by virtue of its acts and omissions, including failing to disclose material facts and suppressing wrongful conduct.
- 71. Plaintiff's and Class Members' claims and injuries were inherently undiscoverable by

virtue of Defendants relationship as fiduciary and legal counsel.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all other similarly situated, prays for judgment against Defendants and:

- (a) For summons and process to be issued and served upon Defendants;
- (b) For an Order pursuant to O.C.G.A. § 9-11-23 certifying this matter as a class action as described above, designating Plaintiff as Class Representative and his attorneys as Class Counsel, and directing the best notice practicable to the Class;
- (c) For actual and general damages in any amount to be proven at trial;
- (d) For punitive damages;
- (e) For the disgorgement of the legal fees paid to Defendants relating to the representation complained of herein;
- (f) for an order declaring Morgan & Morgan Jax's fee contracts signed before Morgan & Morgan Jax registered to do business in Georgia are void because of Florida bar rules, and a finding that, by taking on the legal representation, Morgan & Morgan Jax was maintaining a legal action in Georgia impermissibly;
- (g) For trial by jury;
- (h) For attorney's fees and all costs of this litigation; and
- (I) For such other and further relief as this Court deems just and proper.

Respectfully submitted this 20th day of June, 2024.

(Signatures on following page)

/s/ Brent J. Savage

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James H. Wilson, III
Georgia Bar No. 768450
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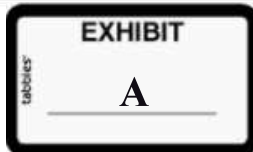
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Agency Case Number C000832694-01		Agency NCIC Number GAGSP0000		GEC MOTOR VEHICLE		County MCINTOSH		Date Rec. by GDOT	
Estimated Crash Date 06/21/22 Time 03:57		Dispatch Date 06/21/22 Time 04:02		Date 06/21/		Total Number of Vehicles 3 Injuries 2 Fatalities 0		Inside City Of	
Road of Occurrence INTERSTATE 95 MILE MARKER 51				At Its Intersection With _____				<input type="checkbox"/> Corrected Report	
Not At Its Intersection But _____ <input type="checkbox"/> Miles <input type="checkbox"/> North <input type="checkbox"/> East <input type="checkbox"/> Feet <input type="checkbox"/> South <input type="checkbox"/> West				Of _____				<input type="checkbox"/> Sup To Original	
Latitude (Y) 31.42744 (Format) 00 00000				Longitude (X) -81.44315 (Format) -00.00000				<input type="checkbox"/> Hit And Run?	
Unit # 1		<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Ped <input type="checkbox"/> Bike		LAST NAME FIRST MIDDLE JOHNSON MELVIN LEWIS		Unit # 2		<input type="checkbox"/> Driver <input type="checkbox"/> Ped <input type="checkbox"/> Bike	
Address		3765 SOUTHBROOK DR # 3205		Address		1560 COLLEGE WAY			
<input checked="" type="checkbox"/> Susp At Fault				<input type="checkbox"/> Susp At Fault					
City JACKSONVILLE		State FL		Zip 32256		DOB [REDACTED]/1961			
Driver's License No. J525612614150		Class B		State FL		Country UNITED STATES			
Insurance Co. GEICO		Policy No. 4583228467		Telephone No.		Insurance Co. GEICO		Policy No. 4612159196	
Year 2020		Make NISSAN		Model ARMADA		Year 2010		Make CADILLAC	
VIN JN8AY2ND8L9106799		Vehicle Color SIL		VIN 1G6DJ5EV7A0126683		Vehicle Color BLK			
Tag # NCAJ07		State FL		County OUT OF STATE		Year 2023			
Trailer Tag #		State		County		Year			
<input checked="" type="checkbox"/> Same as Driver		Owner's Last Name JOHNSON		First MELVIN		Middle LEWIS			
Address		3765 SOUTHBROOK DR # 3205		Address		1560 COLLEGE WAY			
City JACKSONVILLE		State FL		Zip 32256		City NEW BERN		State NC	
Removed By: TIGER TOWING & RECOVERY		<input type="checkbox"/> Request <input checked="" type="checkbox"/> List		Removed By: JIMMY'S TOWING AND RECOVERY		<input type="checkbox"/> Request <input checked="" type="checkbox"/> List			
Alco Test: 2		Type:		Results:		Drug Test: 2		Type:	
First Harmful Event: 11		Most Harmful Event: 11		Operator/Ped Cond: 1		First Harmful Event: 11		Most Harmful Event: 11	
Operator Contributing Factors: 3		5		37		Operator Contributing Factors: 1			
Vehicle Contributing Factors: 1		Roadway Contributing Factors: 1		Vehicle Contributing Factors: 1		Roadway Contributing Factors: 1			
Direction of Travel: 1		Vehicle Maneuver: 5		Non-Motor Maneuver:		Direction of Travel: 1		Vehicle Maneuver: 5	
Vehicle Class: 1		Vehicle Type: 11		Vision Obscured: 1		Vehicle Class: 1		Vehicle Type: 1	
Number of Occupants: 1		Area of Initial Contact: 12		Damage to Veh: 4		Number of Occupants: 1		Area of Initial Contact: 4	
Traffic-Way Flow: 2		Road Comp: 2		Road Character: 1		Traffic-Way Flow: 2		Road Comp: 2	
Number of Lanes: 6		Posted Speed: 70		Work Zone: 0		Number of Lanes: 6		Posted Speed: 70	
Traffic Control: 7		Device Inoperative: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Traffic Control: 7		Device Inoperative: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Citation Information:		Citation # E04327133		O.C.G.A. § 40-6-390		Citation Information:		Citation # _____	
Citation # E04327134		O.C.G.A. § 40-6-4.9		Citation # _____		Citation # _____		O.C.G.A. § _____	
Citation # E04327135		O.C.G.A. § 40-6-48		Citation # _____		Citation # _____		O.C.G.A. § _____	
COMMERCIAL MOTOR VEHICLES ONLY					COMMERCIAL MOTOR VEHICLES ONLY				
Carrier Name:					Carrier Name:				
Address _____ City _____ State _____ Zip _____					Address _____ City _____ State _____ Zip _____				
U.S. D.O.T. #		No. of Axles		G.V.W.R.		U.S. D.O.T. #		No. of Axles	
Cargo Body Type Vehicle Config.		<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate		Fed. Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No		Cargo Body Type Vehicle Config.		<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate	
C.D.L.? <input type="checkbox"/> Yes <input type="checkbox"/> No		C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No		C.D.L.? <input type="checkbox"/> Yes <input type="checkbox"/> No		C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Vehicle Placarded? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No		Vehicle Placarded? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Haz Mat Released? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES: Name or four Digit Number from Diamond or Box: _____ One Digit Number from Bottom of Diamond: _____		Haz Mat Released? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES: Name or four Digit Number from Diamond or Box: _____ One Digit Number from Bottom of Diamond: _____			
<input type="checkbox"/> Ran Off Road <input type="checkbox"/> Down Hill Runaway <input type="checkbox"/> Cargo Loss or Shift <input type="checkbox"/> Separation of Units					<input type="checkbox"/> Ran Off Road <input type="checkbox"/> Down Hill Runaway <input type="checkbox"/> Cargo Loss or Shift <input type="checkbox"/> Separation of Units				



Unit # 3	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Ped <input type="checkbox"/> Bike	LAST NAME WALKER	FIRST BRANDON	MIDDLE CHARLES
<input type="checkbox"/> Susp At Fault		Address 12317 GA 251 HWY		
City DARIEN	State GA	Zip 30305	DOB 1994	
Driver's License No. 056872794	Class C	State GA	Country UNITED STATES	
Insurance Co. ACCG INTERLOCAL RISK M/	Policy No. ACCG-IRMA4170	Telephone No. [REDACTED]		
Year 2019	Make FORD	Model F150		
VIN 1FTEW1C51KFB63922	Vehicle Color SIL			
Tag # GV290A9	State GA	County MCINTOSH	Year	
Trailer Tag #	State	County	Year	
<input type="checkbox"/> Same as Driver	Owner's Last Name MCINTOSH	First COUNTY	Middle O	
Address 12317 HWY 251				
City DARIEN	State GA	Zip 31305-3630		
Removed By: JTNL SADDLES				<input type="checkbox"/> Request <input checked="" type="checkbox"/> List
Alco Test: 2	Type:	Results:	Drug Test: 2	Type: Results:
First Harmful Event: 11		Most Harmful Event: 11		Operator/Ped Cond: 1
Operator Contributing Factors: 1				
Vehicle Contributing Factors: 1		Roadway Contributing Factors: 1		
Direction of Travel: 1	Vehicle Maneuver: 1	Non-Motor Maneuver:		
Vehicle Class: 2	Vehicle Type: 2	Vision Obscured: 1		
Number of Occupants: 1	Area of Initial Contact: 6	Damage to Veh: 4		
Traffic-Way Flow: 2	Road Comp: 2	Road Character: 1		
Number of Lanes: 6	Posted Speed: 70	Work Zone: 0		
Traffic Control: 7		Device Inoperative: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Citation Information:				
Citation #	O.C.G.A. §			
Citation #	O.C.G.A. §			
Citation #	O.C.G.A. §			
COMMERCIAL MOTOR VEHICLES ONLY				
Carrier Name:				
Address		City	State	Zip
U.S. D.O.T. #	No. of Axles	G.V.W.R.		
Cargo Body Type	Vehicle Config.	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate	Fed. Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No	
C.D.L.? <input type="checkbox"/> Yes <input type="checkbox"/> No	C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Vehicle Placarded? <input type="checkbox"/> Yes <input type="checkbox"/> No	Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Haz Mat Released? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If YES: Name or four Digit Number from Diamond or Box: _____ One Digit Number from Bottom of Diamond: _____				
<input type="checkbox"/> Ran Off Road <input type="checkbox"/> Down Hill Runaway <input type="checkbox"/> Cargo Loss or Shift <input type="checkbox"/> Separation of Units				

COLLISION FIELDS

Manner of Collision:	3	Location at Area of Impact:	1	Weather:	1	Surface Condition:	1	Light Condition:	5
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NARRATIVE

Vehicle 1 was traveling northbound on Interstate 95 in the middle lane by mile marker 51. Vehicle 2 was traveling northbound on Interstate 95 in the fast lane ahead of Vehicle 1. Vehicle 3 was traveling northbound on Interstate 95 approaching DOT approved turn around in the fast lane.

As Vehicle 1 approached Vehicle 2, Vehicle 1 began to leave it lane of travel entering into the fast lane. This action caused Vehicle 1 to sideswipe Vehicle 2 on the passenger side. After impact, Vehicle 1 traveled approximately 169.5 feet, before impacting Vehicle 3. After impact, Vehicle 3 travel approximately 151.2 feet and came to a final uncontrolled rest in the median facing West. Vehicle 2 travel approximately 208.6 feet before coming to a final controlled rest in the fast lane facing north. Vehicle 1 travel approximately 190.8 feet before coming to a final uncontrolled rest in the fast lane facing north. The first area impact was approximately 169.5 feet south from the DOT approved turn around in the fast lane with Vehicle 1 and Vehicle 2 on Interstate 95 northbound. The second area of impact was at the DOT approved turn around with Vehicle 1 and Vehicle 3.

Notes:

I spoke to the driver of Vehicle 2, who advised that he was traveling northbound on Interstate 95 in the fast lane when he was struck on the passenger side. He advised that he tried to maintain control of his vehicle and bring it to a stop. Driver 2 also advised that he don't know what happened after that.

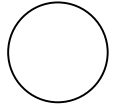
I spoke to a witness, Ms. Destiny Gonzalez, who advised that she was running lidar on the northbound side of 95. She advised that she had checked Vehicle 1 with the lidar at 114 mph before impact. She stated the distance when she checked Vehicle 1 was approximately 400 feet from her position.

I was unable to talk to the Vehicle 1 driver because he had already been transported to the hospital before my arrival. After finishing my crash investigation, I went to the hospital where the driver of Vehicle 1 was transported. Upon arrival to the hospital, I was advised by hospital staff that driver one was transported to a hospital in Jacksonville, Florida.

This crash investigation was video audio recorded on TFC 3 Thurmond Watchguard 4RE.

DIAGRAM

INDICATE
NORTH



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle	Owner
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WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
GONZALEZ, DESTINY	12317 GA 251 HWY	DARIEN	GA	31305-9759	

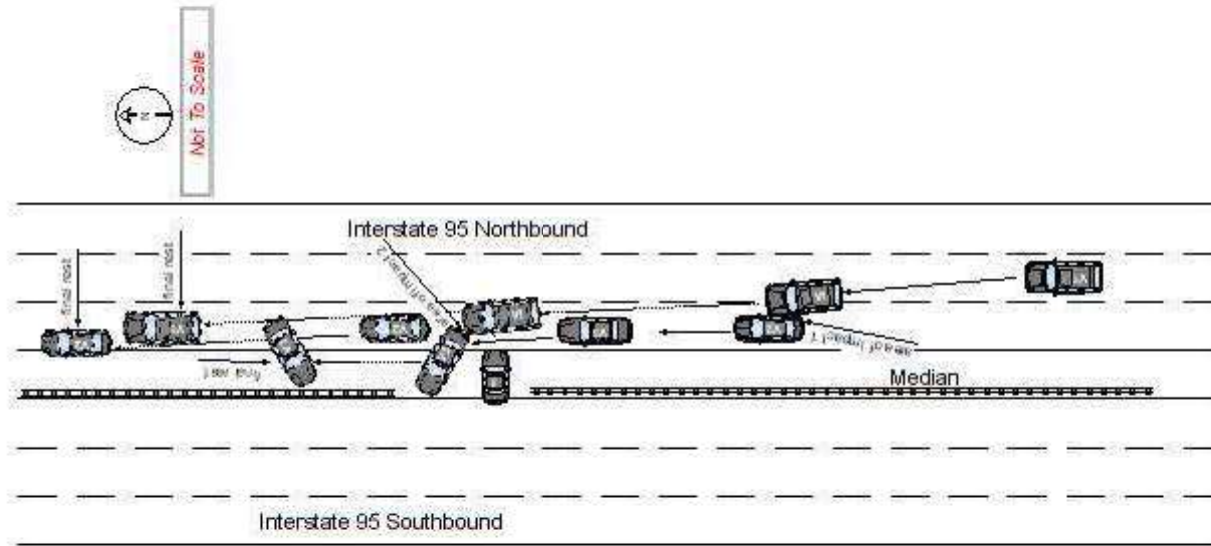
OCCUPANT INFORMATION

1	Name (Last, First): JOHNSON, MELVIN					Address: 3765 SOUTHBROOK DR # 3205 JACKSONVILLE, FL 32256				
	Age: 60	Sex: M	Unit # 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 2	Taken for Treatment: 1
	Injury Taken To: SOUTHEAST GEORGIA MEDIC		By: MCINTOSH EMS		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	
2	Name (Last, First): GODETTE, ANDRE					Address: 1560 COLLEGE WAY NEW BERN, NC 285625138				
	Age: 40	Sex: MA	Unit # 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 6	Injury: 0	Taken for Treatment: 2
	Injury Taken To:		By:		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	
3	Name (Last, First): WALKER, BRANDON					Address: 12317 GA 251 HWY DARIEN , GA 30305				
	Age: 28	Sex: M	Unit # 3	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 6	Injury: 3	Taken for Treatment: 1
	Injury Taken To: MEMORIAL MEDICAL HOSPITAL		By: AIREVAC		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	

ADMINISTRATIVE

Photos Taken:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	By: TFC 3 THURMOND	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404)635-2963.		
Report By: THURMOND, LYLE #0635	Agency: GSPIPOST 11	Report Date: 06/21/22	Checked By: KERRICK, KEITH O. #0379	Date Checked: 06/22/22	

SUPPLEMENT
GEORGIA MOTOR VEHICLE CRASH REPORT**Agency Case Number:** C000832694-01**Estimated Crash Date:** 06/21/22**Officer Name:** THURMOND, LYLE #0635**NARRATIVE CONTINUED****ADDITIONAL CITATION INFORMATION****Unit #** 1**Citation #** E04327136**O.C.G.A. §** 40-6-180**Citation #** E04327137**O.C.G.A. §** 40-8-76.1



**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

BRANDON WALKER, on behalf of himself,
and others similarly situated,

Plaintiff,

v.

MORGAN & MORGAN, JACKSONVILLE PLLC
a/k/a MORGAN & MORGAN,
JACKSONVILLE, LLC, and BRAD MILKWICK

Defendants.

CIVIL ACTION
NO. CE24-00694

AFFIDAVIT OF BRUCE EDWARDS DATED JUNE 20, 2024

COMES NOW, Bruce Edwards, who after being duly sworn before an officer
authorized to administer oaths, states as follows:

1.

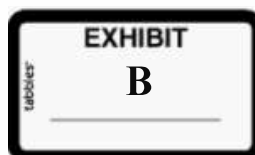
I am of legal age and otherwise competent to give this Affidavit. The facts stated
in this affidavit are to my personal knowledge.

2.

I am a 1982 honors graduate of the University of Pennsylvania and a 1985
graduate of the University of Georgia law school.

3.

I am from Douglas, Georgia and have practiced in the area of civil torts and
workers compensation for over 35 years.



4.

I have served on a variety of local and legal associations throughout my career, including:

- a. Executive Member of the Workers' Compensation Lawyers' Association;
- b. Executive Member of Georgia State Board of Workers' Compensation Chairman's Advisory Council (1996-2008);
- c. President, Coffee County Bar Association (1990);
- d. Member of Georgia Trial Lawyers Association;
- e. President (1994) and Board Member (1991-1994) of South Georgia College Foundation;
- f. President (2 years) and Vice President (1 year) of Coffee County's Academic Booster Club;
- g. Teacher and speaker at numerous workers' compensation legal seminars sponsored by the State Bar of Georgia.

5.

I have been asked to review the actions of Morgan and Morgan Jacksonville in regard to its representation of Brandon Walker and a potential workers' compensation claim.

6.

In this regard, I have reviewed the file transmitted to Savage & Turner, P.C. by Morgan & Morgan on April 1, 2024. I have also reviewed the affidavit of Brandon Walker dated June 20, 2024 (attached as Exhibit "A"). The file transmitted to me by Savage & Turner, P.C., included:

- a. The Personal Injury "File" from Morgan & Morgan, which contained the

materials shown on the screenshot attached as Exhibit “B”;

- b. The Worker’s Comp “File” from Morgan & Morgan, which contained the materials shown on the screenshot attached as Exhibit “C”.

7.

Based upon my experience, education and practice in the area of Georgia’s worker’s compensation law over the past 35 years, I believe Brad Milkwick and Morgan & Morgan Jacksonville deviated from the standard of care in regard to their representation of Brandon Walker in a number of ways by:

- a. telling Mr. Walker he had to quit his job in order to file a worker’s compensation claim. This is false. Although sometimes this is insisted upon by a worker’s compensation insurance carrier or employer when a case is settled, it is on a case-by-case basis. Further, the concept of requiring a claimant to resign from their job would only come up as part of a settlement of the entire claim. This would not keep the claimant, such as Brandon Walker, from collecting monies for lost wages and/or medical expenses. If Mr. Walker wanted to keep his job at the McIntosh County Sheriff’s Department, and the comp carrier wanted to require, in the settlement, in resign from the job, Brandon Walker could simply not settle his claim (in this case, the comp provider was the Association County Commissioners of Georgia (ACCG)).
- b. a comp claim absolutely should have been filed for Mr. Walker. His history shows us why. Attached as Exhibit “D” is the settlement statement of his tort case. Mr. Walker had to pay Association County Commissioners of Georgia - Interlocal Risk Management Agency (IRMA) \$17,318.78 for its

subrogation interest. This claim should have been paid by the worker's compensation carrier. The comp carrier would not have had a viable subrogation interest; therefore Mr. Walker would have had \$17,318.78 more net funds in settlement;

- c. third, Mr. Walker was not advised by his counsel at Morgan & Morgan Jacksonville, PLLC a/k/a Morgan & Morgan Jacksonville, LLC the worker's comp statute in Georgia was one year; he should have been. Mr. Walker would have had coverage for his proposed back surgery; if a claim had been filed with the worker's comp board within one year of the injury to Brandon Walker. This would have included lost wages, as well as medical expenses. This would be there, even if Mr. Walker could no longer be a deputy, given his back problems. Here, as Mr. Walker found out, the statute of limitations ran since no claim was filed with the state workers comp board within one year. I understand his back injury from the wreck is and has been causing him serious chronic back problems. I understand surgery is being seriously considered for him. Given no claim was filed in a timely manner, this will not be covered.

8.

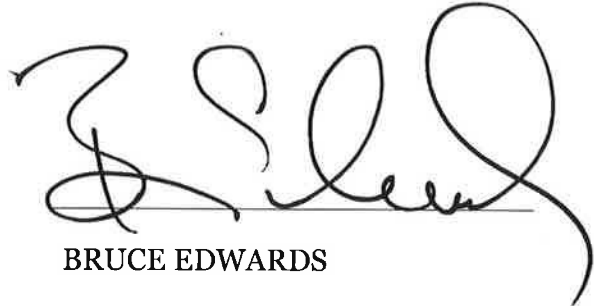
I believe the failure to do the matters outlined in Paragraph 7(a) through (c) were a deviation of the standard of care for Georgia lawyers under like or similar circumstances.

9.

This affidavit is given in order to comply with O.C.G.A. §9-11-9.1. It is not intended to encompass all of the opinions held by me. I reserve the right to modify and/or supplement my opinions upon consideration of additional information.

FURTHER, AFFIANT SAYETH NAUGHT.

This 20th day of June, 2024.


BRUCE EDWARDS

Sworn to and subscribed before
me this 20th day of June, 2024


Notary Public



**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

BRANDON WALKER, on behalf of himself,
and others similarly situated,

Plaintiff,

v.

MORGAN & MORGAN, JACKSONVILLE PLLC
a/k/a MORGAN & MORGAN,
JACKSONVILLE, LLC, and BRAD MILKWICK

Defendants.

CIVIL ACTION
NO. CE24-00694

STATE OF GEORGIA)
)
COUNTY OF LIBERTY)

AFFIDAVIT OF BRANDON WALKER

COMES NOW BRANDON WALKER, who after being duly sworn before an officer
authorized to administer oaths, states as follows:

1.

I am of legal age and otherwise competent to give this Affidavit. The facts stated in this
affidavit are to my personal knowledge.

2.

I currently work as a Deputy Sheriff in McIntosh County, Georgia.

3.

On June 21, 2022, I was seriously injured on duty when my police cruiser was rear ended
by a vehicle traveling 114 mph on I-95 as I was performing my normal duties.

EXHIBIT "A"

4.

I was contacted by the driver's insurance company and was told they were prepared to pay the limits of their coverage but asked if I was represented by a lawyer. At the time, I was not represented.

5.

Following this conversation with the insurance company, I called Morgan & Morgan's 800 number as it is advertised all over South Georgia.

6.

I spoke to a Morgan & Morgan representative who told me that we would get in contact with Patrick Powell in their Brunswick office about my claims.

7.

A representative from Morgan & Morgan's Brunswick's office contacted me a few days later. I was told by this individual, who was not an attorney, that I needed to contact Brad Milkwick for my worker's compensation claim.

8.

I spoke very briefly to Mr. Milkwick who told me I would have to quit my job if I proceeded with a worker's compensation claim.

9.

I told Mr. Milkwick that I loved my job and did not want to quit. After hearing that I was not open to quitting my job as a deputy sheriff, Mr. Milkwick advised me against pursuing a

worker's compensation claim.

10.

At the time, I was receiving treatment for my injuries. I hoped the treatments would allow me to continue to work once I recovered.

11.

I now understand if I had made a worker's compensation claim those medical costs would have been covered.

12.

Since the accident I have continued to have bad back pain. My medical providers told me that I will have to have surgery.

13.

When I returned to work, my back pain worsened. I asked my employer, McIntosh County, to help me on pursuing further treatment through worker's compensation. I was put in contact with the worker's compensation agent, who told me that they could not help me at all because the request was "not timely."

14.

With my back pain being so severe, and worsening, and the uncertainties of surgery, I am beginning to question if I can continue in this line of work.

15.

As part of the settlements I reached with Morgan and Morgan to settle claims the insurance claims, I had to pay back over \$17,000 for my medical treatments as part of what they described to me as "subrogation interest in group health care."

FURTHER AFFIANT SAYETH NAUGHT.

This 20 day of June, 2024.



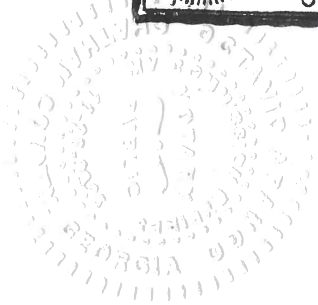
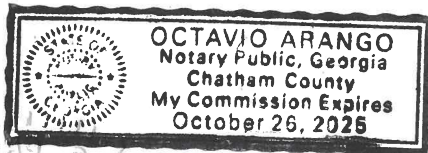
Brandon Walker

NOTARY:

Sworn to and subscribed before me
this 20 of June, 2024.



Notary Public



Look in: Personal Injury File from Morgan and Morgan












































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 ACCG - NO UM COVERAGE	4/1/2024 8:35 AM	Adobe Acrob...	1,047 KB
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 CIGNA - NO CLAIMS MADE	4/1/2024 8:35 AM	Adobe Acrob...	27 KB
 CIGNA Insurance Card (Front and Back)	4/1/2024 8:35 AM	Adobe Acrob...	1,493 KB
 Closing Stmt (executed)	4/1/2024 8:35 AM	Adobe Acrob...	54 KB
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EXHIBIT "B"

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 Reduction Req - Southern Ortho	4/1/2024 8:35 AM	Adobe Acrob...	20 KB
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 SIGNED AUTHO	4/1/2024 8:35 AM	Adobe Acrob...	349 KB
 SIGNED closing statement & Release Walker	4/1/2024 8:35 AM	Adobe Acrob...	101 KB
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Look in:  Personal Injury File from Morgan and Morgan

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 2022.07.06 (to) 2022.07.19	4/1/2024 8:35 AM	File folder	
 ACCEPTED REDUCTION	4/1/2024 8:35 AM	File folder	
 CORR	4/1/2024 8:35 AM	File folder	
 DEC PAGE	4/1/2024 8:35 AM	File folder	
 FINAL BALANCE	4/1/2024 8:35 AM	File folder	
 FINAL LIEN	4/1/2024 8:35 AM	File folder	
 INS	4/1/2024 8:35 AM	File folder	
 MB	4/1/2024 8:35 AM	File folder	
 SOUND PHYSICIANS	4/2/2024 11:38 AM	File folder	

Look in: Worker's Comp File from Morgan and Morgan

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HIPPA Page One Brunswick.pdf (0683c00000OZf0LAAT)	4/1/2024 8:37 AM	Adobe Acrobat...	277 KB
HIPPA Page One Columbus.pdf (0683c00000OZfATAA1)	4/1/2024 8:37 AM	Adobe Acrobat...	276 KB
HIPPA Page One Savannah.pdf (0683c00000OZfXcAAL)	4/1/2024 8:37 AM	Adobe Acrobat...	276 KB
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Updated 207.pdf (0683c00000OZfRRAA1)	4/1/2024 8:37 AM	Adobe Acrobat...	252 KB
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✉ Walker, Brandon 12995536_ You've been assigned to INT-12995536 - Brando	4/1/2024 8:37 AM	Outlook Item	72 KB
✉ Walker, Brandon (Hold) 12995536_ Incoming Message Alert from 360 SMS App for	4/1/2024 8:37 AM	Outlook Item	526 KB
WC AFFIDAVIT #121GA.pdf (0683c00000OZfyQAA1)	4/1/2024 8:37 AM	Adobe Acrobat...	164 KB
Workers Compensation Coverage Verification	4/1/2024 8:37 AM	Adobe Acrobat...	165 KB

EXHIBIT "C"

MORGAN & MORGAN**Morgan & Morgan Jacksonville PLLC**

Walker, Brandon v. Johnson, Melvin

12995729

CLOSING STATEMENT

TOTAL RECOVERY:		\$100,000.00
LESS ATTORNEY'S FEES: 40.00%		
Morgan & Morgan Jacksonville PLLC	\$40,000.00	
	\$40,000.00	\$60,000.00
FUNDS FROM TRUST		\$14,707.82
	\$14,707.82	\$74,707.82
LESS COSTS:		
Medical Records	\$283.53	
Docufree Print	\$1.49	
Docufree Postage	\$6.61	
Interest Expense	\$0.55	
Docufree Digital Imaging	\$5.25	
Total Costs Recovered	\$-292.18	
	\$5.25	\$74,702.57
LIENS:		
ACCG Insurance Programs	\$17,318.78	
	\$17,318.78	\$57,383.79
TO BE PAID FOR: Brandon Walker		
<u>Provider</u>		
Southern Orthopaedics & Sports Medicine	\$900.00	
Memorial Health Trauma Center One	\$1,910.00	
Georgia Emergency Physicians	\$1,805.00	
Atlantic Radiology Associates, LLC	\$1,876.01	
Total due for bills to be paid from settlement:	\$6,491.01	\$50,892.78
Less: Delayed Cost Deposit	\$1,000.00	\$49,892.78
Settlement Proceeds Check: Brandon Walker		\$49,892.78

The disbursement of this recovery as set forth above is hereby approved and a check, in the amount of \$49,892.78, shall be forwarded approximately ten (10) business days after deposit of the executed draft.

It is understood and agreed that my attorneys have attempted to verify and pay any and all charges, costs and expenses and to the best of their knowledge and belief, this has been done.

It is further understood and agreed that my attorneys have retained the amount of \$1,000.00, as reflected above, for a period of ninety (90) days following the disbursement of the INITIAL DISBURSEMENT TO CLIENT in anticipation of delayed expenses and charges. If there are no delayed expenses or charges received within the ninety (90) day period, the delayed cost deposit will be returned to the client.

It is understood and agreed that if there are any unpaid costs or charges which exceed the retained deposit or are discovered after the disbursement of the recovery, they will be the responsibility of the client.

It is further understood and agreed that any and all medical bills and/or liens not paid for at this time will be the responsibility of the client.

4/25/2023

Brandon Walker

Date

Brandon Walker
Self

Date

Patrick Powell, Esq.

**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

BRANDON WALKER, on behalf of himself,
and others similarly situated,

Plaintiff,

v.

MORGAN & MORGAN, JACKSONVILLE PLLC
a/k/a MORGAN & MORGAN,
JACKSONVILLE, LLC, and BRAD MILKWICK

Defendants.

CIVIL ACTION
NO. CE24-00694

STATE OF GEORGIA)
)
COUNTY OF LIBERTY)

AFFIDAVIT OF BRANDON WALKER

COMES NOW BRANDON WALKER, who after being duly sworn before an officer
authorized to administer oaths, states as follows:

1.

I am of legal age and otherwise competent to give this Affidavit. The facts stated in this
affidavit are to my personal knowledge.

2.

I currently work as a Deputy Sheriff in McIntosh County, Georgia.

3.

On June 21, 2022, I was seriously injured on duty when my police cruiser was rear ended
by a vehicle traveling 114 mph on I-95 as I was performing my normal duties.



4.

I was contacted by the driver's insurance company and was told they were prepared to pay the limits of their coverage but asked if I was represented by a lawyer. At the time, I was not represented.

5.

Following this conversation with the insurance company, I called Morgan & Morgan's 800 number as it is advertised all over South Georgia.

6.

I spoke to a Morgan & Morgan representative who told me that we would get in contact with Patrick Powell in their Brunswick office about my claims.

7.

A representative from Morgan & Morgan's Brunswick's office contacted me a few days later. I was told by this individual, who was not an attorney, that I needed to contact Brad Milkwick for my worker's compensation claim.

8.

I spoke very briefly to Mr. Milkwick who told me I would have to quit my job if I proceeded with a worker's compensation claim.

9.

I told Mr. Milkwick that I loved my job and did not want to quit. After hearing that I was not open to quitting my job as a deputy sheriff, Mr. Milkwick advised me against pursuing a

worker's compensation claim.

10.

At the time, I was receiving treatment for my injuries. I hoped the treatments would allow me to continue to work once I recovered.

11.

I now understand if I had made a worker's compensation claim those medical costs would have been covered.

12.

Since the accident I have continued to have bad back pain. My medical providers told me that I will have to have surgery.

13.

When I returned to work, my back pain worsened. I asked my employer, McIntosh County, to help me on pursuing further treatment through worker's compensation. I was put in contact with the worker's compensation agent, who told me that they could not help me at all because the request was "not timely."

14.

With my back pain being so severe, and worsening, and the uncertainties of surgery, I am beginning to question if I can continue in this line of work.

15.

As part of the settlements I reached with Morgan and Morgan to settle claims the insurance claims, I had to pay back over \$17,000 for my medical treatments as part of what they described to me as "subrogation interest in group health care."

FURTHER AFFIANT SAYETH NAUGHT.

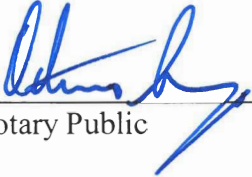
This 20 day of June, 2024.



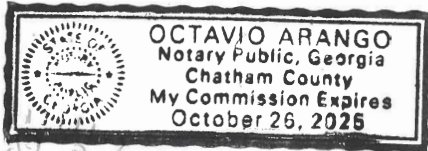
Brandon Walker

NOTARY:

Sworn to and subscribed before me
this 20 of June, 2024.



Notary Public



Control Number : 23095867

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

MORGAN & MORGAN, JACKSONVILLE, LLC
a Foreign Limited Liability Company

has been duly formed under the laws of **Florida** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

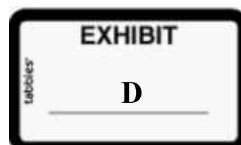
WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **04/27/2023**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/01/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State





Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**

 2 Martin Luther King Jr. Dr. SE
 Suite 313 West Tower
 Atlanta, Georgia 30334
 (404) 656-2817
 sos.georgia.gov/corporations

2023 APR 27 PM 3: 03

**APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR FOREIGN LIMITED LIABILITY COMPANY**

 SECRETARY OF STATE
 CORPORATIONS DIVISION
IMPORTANT: Please provide the entity's primary email address when completing this form.Primary Email Address: dfricke@whww.com**NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM**

1.	<u>MORGAN & MORGAN, JACKSONVILLE, LLC</u> Name of Limited Liability Company	_____ Name Reservation Number (Optional)
	upon filing Date business commenced (or proposed) in Georgia (NOTE: If date provided here is more than 30 days prior to the effective date of this application, a \$500 penalty plus fees must be paid. Penalty is statutory and cannot be waived by Secretary of State.)	
2.	<u>J. P. Carolan, III</u> Name* of Filing Person	
	<u>329 Park Avenue North, Second Floor</u> Address	<u>Winter Park</u> <u>FL</u> <u>32789</u> City State Zip Code
	<u>dfricke@whww.com</u> Filer's Email Address	<u>407-760-4670</u> Telephone Number
3.	<u>MORGAN & MORGAN, JACKSONVILLE, PLLC</u> Name of Limited Liability Company in State or Country of Formation	
	<u>Florida</u> Jurisdiction (Home State or Country)	<u>August 16, 2005</u> <u>perpetual</u> Date of Formation in Home State or Country Period of Duration
4.	<u>200 Stephenson Avenue, Suite 200</u> Address of Principal Place of Business	<u>Savannah</u> <u>GA</u> <u>31405</u> City State Zip Code
5.	<u>Registered Agent Solutions, Inc.</u> Name* of Registered Agent in Georgia	
	<u>orders@rasi.com</u> Registered Agent's Email Address	
	<u>900 Old Roswell Lakes Parkway, Suite 310</u> Registered Office Street Address in Georgia (post office box or mail drop not acceptable for registered office address)	
	<u>Roswell</u> City	<u>Fulton</u> <u>GA</u> <u>30076</u> County State Zip Code
6.	<u>Morgan & Morgan Jacksonville Management, Inc., 200 Stephenson Ave #200</u> <u>Savannah</u> <u>GA</u> <u>31405</u> Manager's Name* & Address (person with substantial responsibility for managing LLC's business activities) City State Zip Code	
7.	<u>20 N. Orange Avenue, Suite 1600</u> <u>Orlando</u> <u>FL</u> <u>32801</u> Address Where Limited Liability Company's Records Are Maintained City State Zip Code	
8.	Effective Date: (Choose one) <input checked="" type="checkbox"/> Upon filing <input type="checkbox"/> Delayed effective date and/or time: _____ (A delayed effective date must be within 90 days of the filing date.)	
9.	NOTICE: Mail the following items to the Secretary of State at the above address (1) This application; (2) Fee of \$235.00 (\$225 filing fee + \$10 paper filing service charge) payable to "Secretary of State." Filing fees are non-refundable. This application is signed by a person duly authorized to sign such instruments by the laws of the jurisdiction under which the foreign limited liability company is organized. The foreign limited liability company undertakes to keep its records at the address shown in #7 above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.	
	Declassified by: <u>Jason Miller</u> Signature of Authorized Person	<u>April 25, 2023</u> Date
	<u>Jason Miller</u> Print Name*	<u>Authorized Person</u> Title

* Enter individual's legal name, i.e. first and last name without use of initials or nicknames. Middle names or initials may be included.



A billboard advertisement for Morgan & Morgan, an injury law firm. The billboard features a large image of football player Jordan Davis, wearing a white jersey with the number 99, flexing his right arm. The background is a map of the United States with a red overlay. The text on the billboard includes:

AMERICA'S LARGEST INJURY LAW FIRM

Size Matters

MORGAN & MORGAN®

OFFICES ATLANTA, SAVANNAH, COLUMBUS, MACON, BRUNSWICK.
191 Peachtree St. NE, Atlanta, GA

PAID ENDORSEMENT

#99 JORDAN DAVIS

6'6" 340 | DEFENSIVE LINE

DIAL #LAW THAT'S ALL.

000122

CLEAR CHANNEL



**I'M JAWN
MORGAN**

MORGAN & MORGAN
AMERICA'S LARGEST INJURY LAW FIRM

OFFICE PHILADELPHIA

ForThePeople.com

**DIAL
#LAW**

The billboard features a man in a red Santa suit with a white fur collar and a red hat with a white pom-pom. He is smiling and giving a thumbs-up gesture. The background of the billboard is dark blue. The text is in white and yellow. The billboard is mounted on a metal structure above a city street.

 **CLEAR CHANNEL**

030079

AMERICA'S **LARGEST** INJURY LAW FIRM
~~FOR~~ THE PEOPLE

CHASE

DIAL #LAW **FORTHEPEOPLE.COM**
OFFICES ORLANDO AND THROUGHOUT FLORIDA.
DISASTERS/ACCIDENTS. NOT AN ACTUAL EVENT.

MORGAN & MORGAN

OUTFRONT 48336B

QUOR

AMERICA'S **LARGEST** INJURY LAW FIRM
FOR THE PEOPLE

MONEY

DIAL #LAW **FORTHEPEOPLE.COM**
OFFICES SUMMITT 200 STEPHENSON
AVE., SUITE 200 SUMMITT, GA 30155

MORGAN & MORGAN



LAMAR

MORGAN & MORGAN

CONTINGENT FEE CONTRACT FOR INJURIES AFTER JULY 1, 1992

The undersigned client, _____ hereby employs **MORGAN & MORGAN JACKSONVILLE, PLLC**, Attorneys, ("The Firm") to represent said client in connection with client's claim against _____, the same arising out of a job related occurrence which took place on or about _____.

In consideration of the legal services to be rendered, client agrees to pay said attorney a contingent fee of twenty-five (25%) percent of any gross amounts recovered. This fee covers legal representation through the initial trial and any appeal necessary. In the event an attorney's fee is awarded by the Court, said fee shall be a credit to the client, thereby reducing any fees otherwise due said attorney. In the event the client terminates the attorney's services, the attorney shall be entitled to place a lien on the file for either 25% of any offers that have been made by any adversary or collateral party or the hours worked at _____ per hour, whichever is greater, and subject to the Board's approval.

This contract is subject to the approval of the State Board of Workers' Compensation, and no fee in excess of \$100.00 shall be paid hereunder unless first approved by the Board.

No contract shall be filed with the Board which provides for a fee greater than 25 percent of the recovery of weekly benefits. Any contract with these terms, absent compelling evidence to the contrary, shall be deemed to represent the reasonable fee of the attorney

No party or any party's attorney shall enter into a loan or assignment with a third party creditor which requires repayment from the proceeds of a workers' compensation claim.

Said attorneys are hereby given power of attorney by the undersigned client to deposit any recovery and make reasonable distributions there from. All necessary costs and expenses incurred in the handling of this case shall be borne by the client in the event of a recovery, and said attorney is further authorized to deduct sufficient funds from any recovery to pay expenses, unpaid medical bills, medical reports, etc., prior to making any distribution to said client. I further direct the insurance company to send all of my workers' compensation checks and any settlement or advancement checks to **MORGAN & MORGAN JACKSONVILLE, PLLC**. This notice shall be effective until revoked by me in writing.

If no recovery is made, then no fee shall be payable to said attorneys.

Said attorneys accept employment on the condition that they will first investigate said claim, and if the claim appears to be a recoverable claim, will then proceed to handle same. If, on the other hand, after such investigation, the claim does not appear to be recoverable, then said attorney shall

MMWC_SAV_V08082018

Page 1 of 3



have the right to rescind this agreement

I understand and agree that The Firm may contact me at any phone number (including mobile, cellular/wireless, or similar devices) or email address I provide at any time, for any lawful purpose. The ways in which The Firm may contact me include live operator, automatic telephone dialing systems (auto-dialer), prerecorded message, text messaging systems or email. Phone numbers and email addresses I provide include those I give to The Firm, those from which I contact The Firm or which we obtain through other means. I also understand and agree that The Firm may monitor/and or record any of my phone conversations with The Firm representatives.

I provide my consent for the Firm and its attorneys to publish the results of my case including, without limitation, trial verdicts, arbitration awards, settlement amounts (without disclosing the names of the parties where confidential), and/or fee awards in advertisements and other media.

Said attorneys are authorized by the client to take all actions necessary to protect the client in this matter, including the filing of suit in the name of the client.

DATED: 7/19/2022

Employment in the above matter is accepted under the terms specified.

Attorney Signature

Brandon Walker

Client Signature

Attorney Printed Name

Client Printed Name

Attorney Bar No.: _____

Email Address: _____

Claimant's State Board No.

Morgan & Morgan Jacksonville, PLLC

25 Bull Street, Suite 400

Savannah, GA 31401

Main: (912) 443-1000

Fax: (912) 443-1001

Claimant's Address

ASSOCIATING ATTORNEY AGREEMENT

I understand and consent to **MORGAN & MORGAN JACKSONVILLE, PLLC** associating in this matter with _____, and that of the applicable fees in this agreement, ____% shall be paid to **MORGAN & MORGAN JACKSONVILLE, PLLC**, and ____% to the associating attorney.

I understand that in no event, however, shall I incur any additional legal fees or charges by virtue of said employment of co-counsel. Co-counsel shall assume the same legal responsibilities to me for the performance of legal services as **MORGAN & MORGAN JACKSONVILLE, PLLC**, and will be available for consultation with me.

The above employment is hereby accepted upon the terms and conditions stated herein.

DATED: 7/19/2022 _____

Brandon Walker

CLIENT

MORGAN & MORGAN JACKSONVILLE, PLLC

ASSOCIATING ATTORNEY

MORGAN & MORGAN

AUTHORITY TO REPRESENT

I, the undersigned client, hereby jointly retain MORGAN & MORGAN JACKSONVILLE, PLLC, ("The Firm") as my attorneys to represent me in my meritorious claim against Melvin Johnson or any other person, firm or corporation liable therefore, resulting from an incident that occurred on or about 6/21/22.

I agree to pay to my attorneys the following fee from the total gross recovery:

- (a) 40% of any amount recovered on my behalf;
- (b) 5% of any recovery, if an appeal or any post-judgment collection procedures are necessary. Such 5% is in addition to the fee stated above;
- (c) In the event that your claim, or any portion thereof, is brought against a defendant or defendants whose liability is governed pursuant to the Federal Tort Claims Act, 28 U.S.C.A. 1346, attorneys' fees are limited to 25% of the total gross recovery as to those defendants;
- (d) In the event attorneys' fees are recovered from any adverse party pursuant to any state or federal statute, the attorneys' fee shall be the greater of the court awarded fee or contingency fee stated above.

In the event that a "structured settlement" or periodic payment agreement is reached, I agree that the attorneys' fee shall be computed on the basis of the present value of the structured settlement at the time of the settlement. In determining the present value of the structured settlement, the parties agree to rely upon appropriate accounting methods for determining present value as set forth by actuaries, economists or other experts in the field. Any expense of determining present value shall be considered a cost for the case for which I agree to bear the expense in the event of a recovery. Further, the attorneys' fees, computed on the basis of "present value," are due and payable at the time of any settlement.

I understand that this is a contingent fee contract. **If there is no recovery, there will be no fee owed under the terms of this Authority To Represent.**

I understand that my attorneys may advance court costs and expenses of litigation, the repayment of which is contingent on a recovery unless ordered otherwise by a court of law. I understand that the attorneys will not advance the medical costs for the care and treatment of the injuries sustained as a result of the incident listed above as medical expenses remain at all times my sole responsibility.

I acknowledge that MORGAN & MORGAN will advance the costs of bringing this claim or lawsuit, and that these costs will be deducted from my share of the recovery after the contingent fee has been calculated. I understand and agree that I am only obligated to pay the costs if there is a recovery in this case. Costs shall include, but are not limited to, cash and non-cash expenditures for investigator mileage to and from the initial sign up meeting, court filing fees, medical records

charges, mediation fees, subpoenas and deposition costs, witness fees, long distance telephone calls, facsimiles, photocopies, postage, in-house printing, travel, parking, investigative services and all other costs necessary for proper performance of legal services, and that such advance costs shall bear interest at rate consistent with the State Bar of Georgia Rules of Professional Conduct. In the event that the Firm withdraws from the case, the Firm reserves the right to be reimbursed for any costs expended if a recovery is made by another Firm.

In the event that a settlement, verdict or judgment includes non-monetary aspects (e.g., restraining orders, injunctions, employment reinstatement) that cannot be readily valued with respect to the agreed upon contingent fee, then I agree to attempt to reach an agreement with the attorneys to value these non-monetary aspects for purposes of determining how the attorneys will be compensated for obtaining that relief for me.

I further agree that should the attorneys and I not be able to agree on any non-monetary aspects of a settlement verdict or award, the attorneys will not be precluded from obtaining, and realizing, their fees on the monetary aspects of the settlement, verdict or award.

Upon receipt by settlement or verdict of any proceeds, the said funds shall be disbursed as follows: First, from the gross proceeds the attorney fee percentage shall be computed and deducted; next, all costs for investigation and prosecution of the case including any and all filing fees, investigation fees, expert witness fees, and other like and similar costs shall be deducted; next, any unpaid medical, hospital, pharmacy, insurance reimbursement or like and similar costs shall be deducted. The resulting sum shall be net proceeds payable to client.

If all or part of the prior costs have been paid by another source (e.g., insurance or medical coverage), I agree that such source will be reimbursed out of any such proceeds if required by law, policy or agreement. The attorneys have the authority and authorization to make such disbursements of those funds directly to the doctors, hospitals or other persons concerned as is necessary.

The attorneys are hereby authorized to fully investigate the claims I may have stemming from the above-referenced incident. If the attorneys decide it is in my best interest to file a lawsuit or other legal proceedings on my behalf, the attorneys have my authority to prepare and prosecute such claims. If at any time the attorneys decline to investigate or prosecute my claims further, they shall so notify me in a timely fashion and, consistent with applicable ethical rules and obligations, may withdraw from representation under this agreement.

I further agree that the attorneys shall have a lien upon all monies, things or value and other consideration recovered in any claim they prosecute on my behalf.

It is understood and agreed that if either party receives a settlement offer, it will be immediately forwarded to the other.

It is further agreed that if the attorneys negotiate and recommend acceptance of a particular settlement, as offered by a defendant or its agent, and I refuse to accept the settlement, such refusal shall constitute sufficient grounds for the Firm to withdraw from representation and I agree to be indebted to the attorneys for any amount of fees and costs and expenses incurred based upon said offer as recommended. Should I employ another attorney and discharge the attorneys, I agree to pay to the attorneys an amount of attorney fees based upon the outstanding

offer of settlement, if any, at the time of termination of the Firm. I further agree to reimburse the attorneys for all advanced costs immediately upon any termination of the attorneys' employment.

If at any time I am deemed to be incompetent (or if I am a minor) and if any court rules, statute or other law requires an amendment or novation of this Authority To Represent, then the fees shall be such as may be approved by court or as set forth by statute or rule of laws.

The attorneys have my authorization and consent to employ any other lawyer(s) as co-counsel, if, in the attorneys discretion, they deem such appointment to be beneficial to the case. I agree that the co-counsel will also have the right to represent me in the prosecution of my claims. However, the attorneys will have responsibility for paying the co-counsel out of the fees identified above.

It is understood that I have no other obligation to pay the co-counsel, but that any out-of-pocket expenses incurred by co-counsel shall be considered costs of litigation for which I am responsible. It is understood that the co-counsel will be available to me for consultation in this matter should I so desire.

I understand and agree that The Firm may contact me at any phone number (including mobile, cellular/wireless, or similar devices) or email address I provide at any time, for any lawful purpose. The ways in which The Firm may contact me include live operator, automatic telephone dialing systems (auto-dialer), prerecorded message, text messaging systems or email. Phone numbers and email addresses I provide include those I give to The Firm, those from which I contact The Firm or which we obtain through other means. I also understand and agree that The Firm may monitor/and or record any of my phone conversations with The Firm representatives.

I provide my consent for the Firm and its attorneys to publish the results of my case including, without limitation, trial verdicts, arbitration awards, settlement amounts (without disclosing the names of the parties where confidential), and/or fee awards in advertisements and other media.

By executing this fee agreement I agree that, with one exception, any and all disputes between me and the Firm arising out of this Agreement, The Firm's relationship with me or The Firm's performance of any past, current or future legal services, whether those services are subject of this particular engagement letter or otherwise, will be resolved through a binding arbitration proceeding to be conducted under the auspices of the Commercial Arbitration Rules of the American Arbitration Association in Georgia. The disputes subject to binding arbitration will include without limitation, disputes regarding attorneys' fees, or costs and those alleging negligence, malpractice, breach of fiduciary duty, fraud or any claim based upon a statute. Both the agreement of the parties to arbitrate all disputes and the results and awards rendered through the arbitration will be final and binding on The Firm and me and may be specifically enforced by legal proceedings. Arbitration will be the sole means of resolving such disputes, and both parties waive their rights to resolve disputes by court proceedings or any other means. The parties have agreed that judgment may be entered on the award of any court of competent jurisdiction in the state of Georgia and, therefore, any award rendered shall be binding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The one exception to my agreement to arbitrate concerns ethical grievances which I may have. Nothing in this agreement limits, in any way, my right to pursue any ethical grievance against The Firm as permitted by applicable law.

DocuSign Envelope ID: 990FAE92-D57A-4096-8E2C-619165089F3B

I understand that by agreeing to arbitration as a mechanism to resolve all potential controversies, disputes, or claims between us, I am waiving certain rights, including the right to bring an action in court, the right to a jury trial, the right to broad discovery, and the right to an appeal. I understand that in the context of arbitration, a case is decided by an arbitrator (one or more), not by a judge or a jury. I agree that, in the event of such controversy, dispute, or claim between us, the prevailing party will be entitled to recover from the losing party all costs and expenses he, she, or it incurs in bringing and prosecuting, or defending, the arbitration, including reasonable attorneys' fees and costs.

I have been advised to review this letter carefully to be certain that it accurately sets forth our agreement. In the event that I do not understand anything in this letter, I will let The Firm know so further written explanations can be provided.

NOTICE: I am aware that this agreement contains provisions requiring arbitration of fee disputes. I am aware that I should consult with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration, I give up (waive) my right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

The above employment is hereby accepted upon the terms and conditions stated herein.

DATED: 7/19/2022

Brandon Walker

CLIENT

Patrick Powell

MORGAN & MORGAN JACKSONVILLE, PLLC.

SUMMONS

IN THE SUPERIOR/STATE COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on

CIVIL ACTION
NUMBER CE24-00694

Behalf of All Others Similarly Situated

PLAINTIFF

VS.

MORGAN & MORGAN, JACKSONVILLE

PLLC, a/k/a Morgan & Morgan

Jacksonville, LLC, and, BRAD MILKWICK

DEFENDANT

SUMMONS

BRAD MILKWICK

106 Pintail Ct

Brunswick, GA 31523

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

Brent J. Savage
Savage & Turner, P.C
102 E Liberty St, 8th floor
Savannah, GA 31401

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 21st day of June, ~~19~~ 2024.

Clerk of Superior/State Court

BY /s/ Juanita Hendricks, Deputy

Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

SUMMONS

IN THE SUPERIOR/STATE COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on

CIVIL ACTION
NUMBER

CE24-00694

Behalf of All Others Similarly Situated

PLAINTIFF

VS.

MORGAN & MORGAN, JACKSONVILLE

PLLC, a/k/a Morgan & Morgan

Jacksonville, LLC, and, BRAD MILKWICK

DEFENDANT

SUMMONS

Morgan & Morgan Jacksonville PLLC, a/k/a Morgan & Morgan
Jacksonville, LLC

c/o Registered Agent Solutions Inc.

TO THE ABOVE NAMED DEFENDANT:

900 Roswell Lakes Parkway, Suite 310

Roswell, GA 30076

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is: Brent J. Savage

Savage & Turner, P.C

102 E Liberty St, 8th Floor

Savannah, GA 31401

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 21st day of June, 19 2024.

Clerk of Superior/State Court

BY /s/ Juanita Hendricks, Deputy

Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

Rebecca Walden
CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JURY TRIAL DEMANDED

CERTIFICATION UNDER RULE 3.2

Pursuant to Rule 3.2 of the Georgia Uniform Superior Court Rules, I hereby certify that this petition-pleading does not involve substantially the same parties, substantially the same subject matter, or substantially the same factual issues which would require the petition-pleading to be specifically assigned to the judge whom the original action was or is assigned.

This 20th day of June 2024

/s/Brent J. Savage
Brent J. Savage
Georgia Bar No. 627450

SAVAGE, TURNER
PINCKNEY, SAVAGE & SPROUSE
Post Office Box 10600
Savannah, Georgia 31412
(912) 231-1140
bsavage@savagelawfirm.net

General Civil and Domestic Relations Case Filing Information Form

☒ Superior or ☐ State Court of GLYNN

County

Rebecca Walden
CLERK SUPERIOR COURT

For Clerk Use Only

Date Filed 06-21-2024
MM-DD-YYYYCase Number CE24-00694

Plaintiff(s)

WALKER, BRANDON INDIVIDUALLY and ON BEHALF OF

Last First Middle I. Suffix Prefix
ALL OTHERS SIMILARLY SITUATED

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Plaintiff's Attorney BRENT J. SAVAGE

Defendant(s)

MORGAN & MORGAN, JACKSONVILLE PLLC a/k/a

Last First Middle I. Suffix Prefix
MORGAN & MORGAN JACKSONVILLE, LLC

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Bar Number 627450Self-Represented ☐

Check One Case Type in One Box

General Civil Cases

- ☐ Automobile Tort
- ☐ Civil Appeal
- ☐ Contract
- ☐ Garnishment
- ☐ General Tort
- ☐ Habeas Corpus
- ☐ Injunction/Mandamus/Other Writ
- ☐ Landlord/Tenant
- ☐ Medical Malpractice Tort
- ☐ Product Liability Tort
- ☐ Real Property
- ☐ Restraining Petition
- ☒ Other General Civil

Domestic Relations Cases

- ☐ Adoption
- ☐ Dissolution/Divorce/Separate Maintenance
- ☐ Family Violence Petition
- ☐ Paternity/Legitimation
- ☐ Support – IV-D
- ☐ Support – Private (non-IV-D)
- ☐ Other Domestic Relations

Post-Judgment – Check One Case Type

- ☐ Contempt
- ☐ Non-payment of child support, medical support, or alimony
- ☐ Modification
- ☐ Other/Administrative

- ☐ Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

Case Number

Case Number

- ☒ I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.

- ☐ Is an interpreter needed in this case? If so, provide the language(s) required. Language(s) Required

- ☐ Do you or your client need any disability accommodations? If so, please describe the accommodation request.

Rebecca Walden
CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JURY TRIAL DEMANDED

**PLAINTIFF'S APPLICATION FOR SPECIAL APPOINTMENT
OF PROCESS SERVER**

Pursuant to O.C.G.A § 9-11-4(c)(3), Plaintiff BRANDON WALKER,
Individually and on Behalf of All Others Similarly Situated, hereby request that the Court
appoint Richard Poncinie and RGP Attorney Services, LLC, specially to serve the
Summons, Complaint, and the Certification Under Rule 3.2 in the above-styled action
upon Defendant MORGAN & MORGAN JACKSONVILLE, PLLC a/k/a Morgan &
Morgan Jacksonville, LLC. Upon information and belief the Defendant MORGAN &
MORGAN JACKSONVILLE, PLLC a/k/a Morgan & Morgan Jacksonville, LLC can be
served with process through its registered agent Registered Agent Solutions, Inc. at the
following address: 900 Roswell Lakes Parkway, Suite 310, Roswell, GA 30076

RGP Attorney Services, LLC is a corporation organized to effect service of

process and neither it nor Mr. Richard Poncinie is a party to this action. Mr. Poncinie and RGP Attorney Services, LLC principal office is located at 63 Ayers Ave, NE, Marietta, GA 30060.

As grounds for this application, Plaintiff shows that this application is made pursuant to OCGA § 9-11-4(c) stating that the appointment is required properly to effect service.

A proposed order for the Court's consideration appointing RGP Attorney Services, LLC and Richard Poncinie is provided herewith.

THIS THE 24TH DAY OF JUNE, 2024

SAVAGE & TURNER, P.C.

By: /s/ **Brent J. Savage**
Brent J. Savage
Georgia Bar No. 627450

102 East Liberty Street, 8th Floor
Post Office Box 10600 (31412)
Savannah Georgia 31401
Phone: (912) 231-1140
Fax: (912) 232-4212
bsavage@savagelawfirm.net

**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JURY TRIAL DEMANDED

ORDER APPOINTING SPECIAL PROCESS SERVER

Plaintiff BRANDON WALKER, Individually and on Behalf of All Others Similarly Situated, have moved the Court for an Order appointing Richard Poncinie and RGP Attorney Services, LLC specially to serve the Summons, Complaint, and the Certification Under Rule 3.2 herein on Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC. It appears that Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC can be served through its registered agent, Registered Agent Solutions, Inc. at 900 Roswell Lakes Parkway, Suite 310, Roswell, GA 30076. This address is located in Roswell, Fulton County, Georgia and that RGP Attorney Services, LLC is a corporation organized to effect service, and that neither it nor Mr. Poncinie is a party to this action.

The Court **HEREBY FINDS** that appointment of a special process server is required to properly effect service on Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC. Accordingly, **IT IS HEREBY ORDERED** that Richard Poncinie and RGP Attorney Services, LLC are hereby appointed to serve the Summons, Complaint, and Certification Under Rule 3.2 herein on MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & morgan Jacksonville, LLC.

This _____ day of June, 2024.

Judge, Superior Court Glynn County, Georgia

Order Prepared By:
Brent J. Savage
Georgia Bar No. 627450
SAVAGE & TURNER, P.C.
102 East Liberty Street, 8th Floor (31401)
Post Office Box 10600
Savannah, GA 31412
(912) 231-1140
Fax: (912) 232-4212
lhatcher@savagelawfirm.net

**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JURY TRIAL DEMANDED

**PLAINTIFF'S AMENDED APPLICATION FOR
SPECIAL APPOINTMENT OF PROCESS SERVER**

Pursuant to O.C.G.A § 9-11-4(c)(3), Plaintiff BRANDON WALKER, Individually and on Behalf of All Others Similarly Situated, hereby request that the Court appoint Richard Poncinie of RGP Attorney Services, LLC, specially to serve the Summons, Complaint, and the Certification Under Rule 3.2 in the above-styled action upon Defendant MORGAN & MORGAN JACKSONVILLE, PLLC a/k/a Morgan & Morgan Jacksonville, LLC. Upon information and belief the Defendant MORGAN & MORGAN JACKSONVILLE, PLLC a/k/a Morgan & Morgan Jacksonville, LLC can be served with process through its registered agent Registered Agent Solutions, Inc. at the following address: 900 Roswell Lakes Parkway, Suite 310, Roswell, GA 30076

Mr. Poncinie is a process server with RGP Attorney Services, LLC and his

principal office is located at 63 Ayers Ave, NE, Marietta, GA 30060.

As grounds for this application, Plaintiff shows that this application is made pursuant to OCGA § 9-11-4(c) stating that the appointment is required properly to effect service.

A proposed order for the Court's consideration appointing Richard Poncinie of RGP Attorney Services, LLC is provided herewith.

THIS THE 24TH DAY OF JUNE, 2024

SAVAGE & TURNER, P.C.

By: /s/ **Brent J. Savage**
Brent J. Savage
Georgia Bar No. 627450

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Savannah Georgia 31401
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bsavage@savagelawfirm.net

**IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA**

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JURY TRIAL DEMANDED

ORDER APPOINTING SPECIAL PROCESS SERVER

Plaintiff BRANDON WALKER, Individually and on Behalf of All Others Similarly Situated, have moved the Court for an Order appointing Richard Poncinie of RGP Attorney Services, LLC specially to serve the Summons, Complaint, and the Certification Under Rule 3.2 herein on Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC. It appears that Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC can be served through its registered agent, Registered Agent Solutions, Inc. at 900 Roswell Lakes Parkway, Suite 310, Roswell, GA 30076. This address is located in Roswell, Fulton County, Georgia. Mr. Poncinie is a process server with RGP Attorney Services, LLC and neither Mr. Poncinie nor RGP Attorney Services, LLC is a party to this action.

The Court **HEREBY FINDS** that appointment of a special process server is required to properly effect service on Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC. Accordingly, **IT IS HEREBY ORDERED** that Richard Poncinie of RGP Attorney Services, LLC is hereby appointed to serve the Summons, Complaint, and Certification Under Rule 3.2 herein on MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC.

This _____ day of June, 2024.

Judge, Superior Court Glynn County, Georgia

Order Prepared By:
Brent J. Savage
Georgia Bar No. 627450
SAVAGE & TURNER, P.C.
102 East Liberty Street, 8th Floor (31401)
Post Office Box 10600
Savannah, GA 31412
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Fax: (912) 232-4212
lhatcher@savagelawfirm.net

Rebecca Walden
CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

Defendants.

CIVIL ACTION NO. CE24-00694

JURY TRIAL DEMANDED

ORDER APPOINTING SPECIAL PROCESS SERVER

Plaintiff BRANDON WALKER, Individually and on Behalf of All Others Similarly Situated, have moved the Court for an Order appointing Richard Poncinie of RGP Attorney Services, LLC specially to serve the Summons, Complaint, and the Certification Under Rule 3.2 herein on Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC. It appears that Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC can be served through its registered agent, Registered Agent Solutions, Inc. at 900 Roswell Lakes Parkway, Suite 310, Roswell, GA 30076. This address is located in Roswell, Fulton County, Georgia. Mr. Poncinie is a process server with RGP Attorney Services, LLC and neither Mr. Poncinie nor RGP Attorney Services, LLC is a party to this action.

The Court **HEREBY FINDS** that appointment of a special process server is required to properly effect service on Defendant MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC. Accordingly, **IT IS HEREBY ORDERED** that Richard Poncinie of RGP Attorney Services, LLC is hereby appointed to serve the Summons, Complaint, and Certification Under Rule 3.2 herein on MORGAN & MORGAN JACKSONVILLE, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC.

6/25/2024 11:35:20 AM

This _____ day of June, 2024.



Judge, Superior Court Glynn County, Georgia

Order Prepared By:
Brent J. Savage
Georgia Bar No. 627450
SAVAGE & TURNER, P.C.
102 East Liberty Street, 8th Floor (31401)
Post Office Box 10600
Savannah, GA 31412
(912) 231-1140
Fax: (912) 232-4212
lhatcher@savagelawfirm.net

Case

Case Number

CE24-00694

Description

Brandon Walkers, Brad Milkwick, Morgan & Morgan Jacksonville, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC

Location

Glynn - Superior Court 5

Category

Civil

Case Type

Legal Malpractice

Status

Active

Filed Date

06/20/2024 12:00 AM EDT

Judge

Kelley, Stephen D.

Envelope # 15408690

Submit Date

06/25/2024 3:41 PM EDT

Docket Date

06/25/2024 3:41 PM EDT

Filing Source

Odyssey File & Serve

Filing Attorney

Filed By

Pam Woodcock

Firm Name

Individual

Filer Address

701 H Street Suite 201
Brunswick, Georgia 31520

Firm Phone

912-554-7372

Filer Email

pcole@glynncounty-ga.gov

Existing Parties

3 Parties

Party Type	Party Name	Lead Attorney
Plaintiff	Brandon Walker	Brent J Savage
Defendant	Brad Milkwick	
Defendant	Morgan & Morgan Jacksonville, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC	

Filings

1 Filing(s)

Order

Status

Accepted By Court

Filing Type

EFileAndServe

Reference Number

Filing Description

Order Appointing Special Process Server

Filing Comments

Filing Courtesy Copies

Review Date

06/25/2024 3:44 PM EDT

Accept Comments

Documents

Component	Document Name	Description	Security	Download Version	Document Size
Lead Document	Order.pdf	Order.pdf	Civil - Public	Original Transmitted	578.38 KB 593.73 KB

Service

1 Party(s) with Service

Other ^ 3 Service Contact(s)

Status	Service Contact Name	Email	Firm Name	Service Method	Date Opened	Log
Served	Casey Harris	charris@glynncounty-ga.gov	Staff Attorney	EServe	Not Opened	View
Served	Brent Savage	lhatcher@savagelawfirm.net	Savage Turner & Pinckney	EServe	06/25/2024 3:53 PM EDT	View
Served	Pam Woodcock	pcole@glynncounty-ga.gov	Glynn County District Attorney's Office	EServe	Not Opened	View

Parties with no Contacts for Service

3 Party(s) without Service

Party Name	Email Address	Address
Milkwick, Brad		106 Pintail Court, Brunswick, Georgia 31523
Morgan & Morgan Jacksonville, PLLC, a/k/a Morgan & Morgan Jacksonville, LLC		c/o Registered Agent Solutions, Inc., 900 Old Roswell Lakes Parkway, Suite 310, Roswell, Georgia 30076
Walker, Brandon		

Fees

Description of Fees and Amounts

Order

Filing Fee

\$0.00

Filing Total: \$0.00

Total Fees

Total Filing Fees

\$0.00

Envelope Total: \$0.00

Payment Information

Payment Account

Judge Kelley

Payment Type

Waiver

Party Responsible for Fees

CLOSE

Rebecca Walden
CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

BRANDON WALKER, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

CIVIL ACTION NO. CE24-00694

v.

MORGAN & MORGAN,
JACKSONVILLE PLLC, a/k/a Morgan &
Morgan Jacksonville, LLC, and
BRAD MILKWICK,

JURY TRIAL DEMANDED

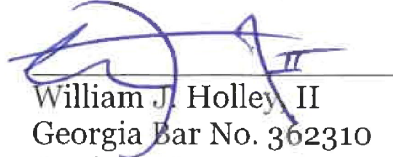
Defendants.

ACKNOWLEDGMENT OF SERVICE
AND WAIVER OF SUMMONS

COME NOW DEFENDANTS MORGAN & MORGAN JACKSONVILLE, PLLC,
a/k/a Morgan & Morgan Jacksonville, LLC, and BRAD MILKWICK (collectively
“Defendants”), through their undersigned attorneys of record, and effective as of June
26, hereby acknowledge due and legal service of Plaintiff’s Complaint filed on June 20,
2024, and waive service of summons for said Complaint. Defendants expressly reserve
any and all rights, objections, arguments and defenses except as to service of process for
the June 20, 2024 Complaint. The undersigned counsel are not agents for receipt of
process for any Defendant except for the limited purpose provided for in this
Acknowledgment and only as to the June 20, 2024 Complaint.

This 26th day of June, 2024.

BRADLEY ARANT BOULT CUMMINGS, LLP



William J. Holley, II

Georgia Bar No. 362310

Justin P. Gunter

Georgia Bar No. 969468

*Attorneys for Defendants Morgan & Morgan
Jacksonville, PLLC a/k/a Morgan & Morgan
Jacksonville, LLC, and Brad Milkwick*

1230 Peachtree Street NE, 20th Floor

Atlanta, GA 30309

(404) 868-2100

bholley@bradley.com

jgunter@bradley.com